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“The attention of all persons affected by this document is drawn to the transitional provisions concerning union membership set forth in section 17 Industrial Relations Amendment Act 1985.”

**WILSONS (N.Z.) PORTLAND
CEMENT LIMITED STAFF
ASSOCIATION AGREEMENT—
VOLUNTARY AGREEMENT**

Dated 10/7/85

NOTE: See clause D.2 herein for the date on which rates of wages come into force.

UNDER THE INDUSTRIAL RELATIONS ACT 1973

SUBMISSION OF VOLUNTARY SETTLEMENT FOR FILING

In the matter of the Industrial Relations Act 1973 and in the matter of Wilsons (NZ) Portland Cement Limited Staff dispute between the Wilsons Cement Staff Association Incorporated and Wilsons (NZ) Portland Cement Limited.

To the Registrar of the Arbitration Court:

We hereby submit to you a signed copy of the terms of voluntary agreement of the above-mentioned dispute arrived at by the parties pursuant to section 141 of the Industrial Relations Act 1973, for filing by the Arbitration Court as a Voluntary Agreement.

Dated at Portland this 5th day of July 1985.

FOR Wilsons Cement Staff Association Incorporated

D. L. Coates, PRESIDENT.

FOR Wilsons (NZ) Portland Cement Limited

A. G. Smith, INDUSTRIAL RELATIONS MANAGER

WILSONS (NZ) PORTLAND CEMENT LIMITED

STAFF ASSOCIATION AGREEMENT

This agreement shall govern the conditions of employment for members of the Wilsons Cement Staff Association Incorporated employed by Wilsons (NZ) Portland Cement Limited. Industry provisions referred to as applicable to this agreement shall be the appropriate provisions under the Wilsons (NZ) Portland Cement Limited Cement Workers Voluntary Collective Agreement.

SECTION A

1. FOREMEN AND SUPERVISORS

This section shall be applicable to those Foremen whose job categories are listed in clause 2 of this section and whose remuneration is calculated from their respective hourly wage rates established in accordance with the provisions of this agreement.

2. (a) The minimum hourly basic wage rates for Foremen listed in column 1 of the following schedule shall be related to the hourly basic wage rates for the appropriate benchmark worker as listed in column 2 and be maintained at the minimum percentage margins above such benchmark basic hourly rates as listed in column 3. The maximum % margin shown in column 5 is the upper level of the range within which the Company at its absolute discretion may grant merit recognition in the remuneration of individual Foreman as and when considered appropriate by the Company.

Column 1	Column 2	Column 3	Column 4	Column 5
JOB CATEGORY	BENCHMARK	MINIMUM % MARGIN	AFTER 1 YEAR	MAXIMUM % MARGIN
Shift Foremen	Cement Workers Award			
	Process Controller CL.8 (a) (i)	13%	15%	25%
Labour Foremen	Cement Workers Award			
Portland Quarry Foreman	150RB CL.8 (b) (i)	13%	—	25%
Mills & Kiln Foreman	} Heavy Machine Operators CL.8 (b) (ii)	13%	—	25%
Packhouse Foreman				
Transport/ Weighbridge Foreman				
Wilsonville Quarry Foreman				
Yard Foreman				
Trades Foremen				
Fitting Shop	Trade Cert. Fitter	13%	—	25%
Mobile Plant/ Lubrication/ Dust Collection	Trade Cert. Fitter	"	—	"
Electrical Foreman	Registered Electrician	"	—	"

(b) The hourly basic wage rates payable to respective Foremen which are within the appropriate minimum/maximum % margin range specified in subclause (a) of this clause shall be increased by the same percentage movement as basic hourly wage rate of the respective Benchmark worker with effect from the operative date for such Benchmark rate increase.

(c) Nothing in this agreement shall reduce the current hourly wage rate of any Foreman.

(d) Service Payments: Industry Provisions to apply.

3. HOURS OF WORK

(a) **Daywork Foremen:** The ordinary time hours of work of daywork Foremen shall not exceed eight hours on five days of the week, Monday to Friday, both days inclusive, to be worked between the hours of 7.30 am and 4 pm with half an hour being allowed for meals.

(b) **Shift Foremen:** The ordinary time hours of work of Shift Foremen shall not exceed five shifts of eight hours each, inclusive of crib time, in any one week, in accordance with Shift Foremen's roster.

(c) **Shift Work:** Where continuous shifts are worked over 24 hours per day, 7 days per week, the Association and the Employer may make an agreement to operate a 12 hour roster system. Such a system will provide an average remuneration no greater than would apply for the normal 8 hour system and will be detailed in separate agreement filed with the Registrar of the Arbitration Court. The agreement will not contain provisions contrary to any statute or regulation.

4. OVERTIME

(a) Foremen required to work any hours outside of and additional to those specified in clause 3 (a) or (b) shall be paid at the appropriate overtime rate for the actual overtime hours so worked.

(b) The appropriate rate for payment of overtime up to the first 3 hours worked in excess of the daily ordinary time hours in clause 3 (a) or (b) of

this agreement shall be at one and a half times the respective Foremen's hourly wage rate specified under clause 1 (b). For other overtime the appropriate rate shall be double time.

(c) Overtime worked after noon on Saturday or on a Sunday or Statutory Holiday shall be at double time rates.

(d) All overtime worked by Foremen must be justified to and approved by their immediate superior.

(e) Foremen fully involved in up to a one in six weekly roster shall receive five days in lieu per annum for such involvement. These days shall be taken as one day every two months between February and November each year and as agreed with the respective Departmental Head.

5. SPECIAL PAYMENTS

(a) All Foremen for all hours worked shall be paid the dust and conditions allowance as per the Industry provisions.

(b) Shift Foremen shall be paid a shift allowance for each shift worked as per the Industry provisions.

(c) Foremen specifically exposed to the same conditions as the workers they are supervising may claim special payments applicable as per the Industry agreements or provisions for the actual time so exposed.

(d) No special payment may be assumed, the Departmental Head of that section will investigate the conditions and, if warranted, will pass for payment the 'special' payment asked for.

6. CLOTHING

(a) All Foremen shall be paid a laundering allowance for all days worked as per the Industry provision.

(b) Each Foreman shall be supplied with an initial issue of two pairs of overalls, two pairs of trousers, two shirts, two lightweight jackets and one heavy jacket. In addition, each foreman shall be entitled to one pair of steel capped safety boots or shoes.

All issued industrial clothing and safety footwear remain the property of the employer. Replacement shall be upon production of such clothing or footwear when worn out by fair wear and tear.

7. HOLIDAYS

All holiday entitlements for Annual Leave and Long Service Leave shall be as per the Industry provisions.

8. GENERAL

Foremen shall in all other respects be considered on the same terms as salaried staff members of the Association.

SECTION B

1. EXECUTIVE AND OTHER SALARIED STAFF

A minimum/maximum salary range applicable to each executive or salaried staff position will be advised individually to the incumbent of each position.

The parties to this award have agreed to form a working party to establish, before 31st December 1985, the Cement Workers Award benchmark positions that will be used to determine any annual increase in salary ranges due to a negotiated movement in the Cement Workers Award basic rates of pay.

Salary ranges will not be adjusted by changes in service or shift provisions.

Individual salaries applicable to employees covered by this section of this agreement will be reviewed within the appropriate salary range, annually to be effective from 1st January each year, in accordance with company salary review policy and giving recognition of service no less favourably than the percentage relationship of Cement Workers Award service provisions to a Cement Worker labourer hourly basic rate.

2. SPECIAL PAYMENTS

(a) Salaried staff fully involved in up to a one in six weekly roster shall receive five days in lieu, per annum for such involvement. These days shall be taken as one every two months between February and November each year and as agreed with the Works Manager.

(b) No other special payments will be paid as they will be deemed to be part of the salary.

3. OVERTIME

Salaries paid from Head Office to executive salaried staff shall be deemed to be all inclusive recompense for hours and duties required of them. However, some executive staff may be advised, for taxation identification purposes, of a portion of their salary designated as a 'roster' or 'on call' allowance.

4. CLOTHING

(a) All salaried staff shall be paid a Laundering Allowance as per the Industry provisions based on a five day week only.

(b) Salaried staff will be supplied clothing on a need basis only.

5. HOLIDAYS

(a) Holiday entitlements for Annual Leave shall be as per Industry provisions.

(b) Long Service holidays shall be allowed as follows:

After 15 years continuous service with the company a once only holiday of two weeks shall be allowed. Thereafter a once only holiday of two weeks shall be allowed every five years. All such long service holidays may be taken either in conjunction with the annual holidays or at such other time as may be agreed with the Works Manager.

SECTION C

OTHER STAFF POSITIONS

1. Occupational Health Nurse

Salary: A margin of 8 percent above the N.Z. Occupational Health Nurses Award will be maintained. This salary will be inclusive of service allowance.

Allowances

Laundry and site allowance will be as per the industry provisions.

2. Clothing

Will be supplied as per the N.Z. Occupational Health Nurses Award.

3. Local Purchasing Officer

Salary: A margin of 33 percent above the N.Z. Clerical Workers Award, Grade 3 position will be maintained.

Allowances

All allowances will be as per the Clerical Workers house agreement.

4. Accounts/Despatch Clerk

Salary: A margin of 30 percent above the N.Z. Clerical Workers Award, Grade 3 position will be maintained.

Allowances

All allowances will be as per the Clerical Workers house agreement.

5. Assistant to Pay Controller

Salary: A margin of 25 percent above the N.Z. Clerical Workers Award Grade 3 position will be maintained.

Allowances

All allowances will be as per the Clerical Workers house agreement.

6. OVERTIME

The overtime provisions for all workers classified in Section C of this agreement shall be the same as day workers in clause 4 of Section A of this agreement payable at the rates specified in Section C.

SECTION D**1. GENERAL PROVISIONS**

The employer may make a rateable deduction from wages payable to employees covered by this agreement for any time lost through default.

For salaried staff rateable deduction shall be defined as 1/260th of the annual salary for each day on which default occurs.

Such deductions may be made from remuneration due for the next pay period following that in which the lost time occurs.

2. TERM OF AGREEMENT

This agreement shall come into force on the 1st March 1985 and shall continue in force for a term of 10 months or until superseded.

3. SCOPE OF AGREEMENT

This agreement shall apply to the parties named herein.

For the Wilsons Cement Staff Association Incorporated.

D. L. Coates, PRESIDENT.

DATED 5th July 1985.

For Wilsons (NZ) Portland Cement Limited

A. G. Smith, INDUSTRIAL RELATIONS MANAGER.

DATED 5th July 1985.

MEMORANDUM

This voluntary agreement has been filed with the Registrar in accordance with section 141 of the Industrial Relations Act 1973.

DATED AT WELLINGTON this 10th day of July 1985.

[L.S.]

P. E. O'Brien,
DEPUTY REGISTRAR